

X. DISPUTE RESOLUTION

31. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section X shall be the exclusive procedure for resolution of disputes arising between the Parties regarding matters arising included in this Agreement.

32. If, in one Party's opinion, there is a dispute between the Parties with respect to implementation of this Agreement or the implementation of any provision of this Agreement, that Party may send a written Notice of Dispute to the other Party, outlining the nature of the dispute and requesting informal negotiations to resolve the dispute. The Parties shall make reasonable efforts to informally and in good faith resolve all disputes or differences of opinion regarding the implementation of this Agreement. Such period of informal negotiations shall not extend beyond thirty (30) days from the date when the Notice of Dispute was received unless the period is extended by written agreement of the Parties. The dispute shall be considered to have arisen when one Party receives the other Party's Notice of Dispute.

33. In the event that the Parties cannot resolve a dispute by informal negotiations under this Section, the position advanced by ACHD shall govern, control and be binding unless, within twenty (20) days after the conclusion of the informal negotiation period, U. S. Steel invokes the formal dispute resolution procedures of this Section by mailing to ACHD a written statement of position on the matter in dispute, including any available factual data, analysis, or opinion supporting that position, and including any supporting affidavits and/or documentation relied upon by U. S. Steel. Within twenty (20) days following receipt of U. S. Steel's statement of position submitted pursuant to this paragraph, ACHD shall issue a written statement of

position (ACHD's Position) on the matter in dispute, including available factual data, analysis, opinion and/or legal arguments supporting ACHD's position along with any supporting affidavits and/or documents relied upon by ACHD.

34. The position of ACHD shall be binding upon U. S. Steel unless U. S. Steel, within thirty (30) days of receipt of the ACHD's written statement of position, files with the Director and serves upon ACHD a petition for dispute resolution ("Petition"). This Petition shall set forth the matter in dispute, the efforts made by the Parties to resolve it, the relief U. S. Steel requests, and any factual data analysis, opinion, affidavits, legal argument and documentation supporting U. S. Steel's position. The Petition and ACHD's Position shall constitute the initial record for purposes of resolving the dispute. Either Party may request of the hearing officer (or Director, if there is no hearing officer assigned,) the opportunity to supplement the record with appropriate additional information, provided that such information could not reasonably have been obtained or discovered prior to filing the Petition. The hearing officer or Director shall render his or her final decision on the basis of the full record, including any supplemental materials received. The final decision of the Director or hearing officer shall be appealable by either Party to the Court of Common Pleas of Allegheny County.

35. Judicial and administrative review of any dispute governed by this Section shall be governed by applicable provisions of law.

36. The invocation of informal or formal Dispute Resolution procedures under this Section shall not of itself extend, postpone, or affect in any way any obligation of U. S. Steel under this Agreement.

37. Whenever service, process, or notice is required of any dispute pursuant to this Section, such service, notice or process shall be directed to the individual at the addresses specified in Paragraphs 41 and 42 below, unless those individuals or their successors give notice in writing to the other Parties that another individual or address has been designated.

XI. GENERAL PROVISIONS

38. In the event that U. S. Steel fails to comply with any provision of this Agreement, ACHD may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an Order of ACHD, including an action to enforce this Agreement.

39. ACHD reserves the right to require additional measures to achieve compliance with this Agreement. U. S. Steel reserves the right to challenge any action that ACHD may take to require those measures.

40. U. S. Steel shall be liable for any violations of this Agreement, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors.

41. All correspondence with the ACHD concerning this Agreement shall be addressed to:

Mr. James Thompson
Section Chief, Enforcement
Allegheny County Health Department
Air Quality Division
301-39th Street
Pittsburgh, PA 15201-1891

with a copy to:
Henry Miller, III
Allegheny County Health Department
Legal Section
3333 Forbes Avenue
Pittsburgh, PA 15213

42. All correspondence with U. S. Steel concerning this Agreement shall be addressed to:

Michael Hohman	Tishie Woodwell
Manager-Environmental Control	Director-Environmental Control
Mon Valley Works	600 Grant Street, Room 2068
400 State Street	Pittsburgh, PA 15219
Clairton, PA 15025	

43. U. S. Steel shall notify ACHD whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Agreement, including its enforcement, may be made by mailing an original or true and correct copy by first class mail to the above addresses.

44. The Paragraphs of this Agreement are severable, and should any part hereof be declared invalid or unenforceable, the remainder shall remain in full force and effect between the Parties.

45. This Agreement shall constitute the entire integrated Agreement of the Parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for the purposes of determining the meaning or intent of any provisions herein in any litigation or other proceeding.

46. The Parties shall bear their respective attorneys fees, expenses, and other costs with regard to the prosecution or defense of this matter or any related matters arising prior to the execution of this Agreement.

47. This Agreement may be modified only by written agreement of the Parties.

XII. TERMINATION

48. This Agreement shall be terminated by ACHD within thirty (30) days following U. S. Steel's satisfactory completion of the terms of this Agreement, identified below:

- a) Completion of all corrective actions listed in Paragraphs 8 through 14 of this Agreement.
- b) Demonstration of compliance with the pushing emission standard set forth in Article XXI §2105.21.e.3 via testing as described in Paragraphs 13 and 14 of this Agreement.
- c) Payment of all civil penalties due under the terms of this Agreement; no penalties or other monetary obligations due hereunder can be outstanding or owed to the ACHD.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. The undersigned representative of U. S. STEEL certify under penalty of law, as provided by 18 Pa.C.S. §4909 that he is authorized to execute this Agreement on behalf of U. S. Steel; that U. S. Steel consents to the entry of this Agreement as a final ORDER of ACHD; and that, except as otherwise provided herein, U. S. Steel hereby knowingly waives its rights to appeal this Agreement and to challenge its content or validity, which rights may be available under Article XI, and Pennsylvania Administrative Agency Law, 2 Pa.C.S. §103(a), or any other applicable provision of law. Signature by U. S. Steel's attorney certifies only that this Agreement has been signed after consulting with counsel.

6/1/07
Date

FOR ACHD

Bruce W. Dixon
Bruce W. Dixon, M.D.
Director

6/1/07
Date

Rebecca Morris-Chatta
Rebecca Morris-Chatta
Assistant Solicitor

6-1-07
Date

FOR U. S. Steel

C. Daniel Baker
C. Daniel Baker
Senior General Attorney, Environmental

6/1/07
Date

George Babcock
George Babcock
Vice President -- Plant Operations

APPENDIX A

Coke Management System

The Coke Management System (CMS) is an automated data collection system installed to monitor key battery operating parameters including coke temperature, baghouse parameters, combustion stack opacity, pushing and charging scheduled times and actual times, and machine information. The purpose of CMS is threefold. The first is to provide the tools and reports necessary to improve the maintenance and reliability of the coking process equipment. Coke batteries perform best from an environmental standpoint when they are operated consistently. The information contained in the CMS is also used to determine root causes of emissions and productivity issues. These are then documented in the CMS as well as the corrective action taken and its effectiveness. The final purpose of the CMS is to store these records in a central location where they can be easily retrieved for analysis and reporting purposes.

An important application within the CMS for monitoring pushing performance is Coke Temperatures. Coke temperatures are read at three heights in the coke mass from the door machine coke guide. Heating and operating personnel can view real time data, historical data, and trends to monitor coke conditions on an individual oven or battery-wide basis. This information along with the flue temperatures (also stored in CMS) is used to identify operating problems, heating trends, and aid in the analysis of abnormal battery performance.

The information in Baghouse application is used to insure baghouses are operating properly and also to investigate pushing emissions. Suction pressure, fan amperes, and module pressure differential are monitored from the baghouse application.

CEM (Continuous Emissions Monitor) Query stores and displays historical combustion stack opacity, stack draft pressure, underfire gas pressure, and oven charged times. The data are displayed graphically for easy analysis or exporting to Excel for additional analysis.

The scheduled and actual pushing and charging times are recorded in CMS as well. This information along with net coking time and decarbonization times is used for battery, crew, and environmental performance evaluations.

CEDAR or Clairton's Environmental Data Access and Reporting application stores emission observation records, checks emissions observation results and operating results against legal requirements, and generates exceedances based on legal and potential legal requirements. All exceedances are tracked within CEDAR and e-mail notifications are made as appropriate. This is also the location where the root causes, corrective action, and corrective action effectiveness are documented.

Other useful applications are machine information, which contains baghouse start and stop times, push start times, coke level times, and door cleaning records; and battery status which displays real time information, oven status, oven information, and oven maintenance.

APPENDIX B

Irvin Waste Handling Area Containment Paving Improvements

The U.S. Steel Irvin Plant generates various waste and mill scale streams during the process of converting steel slabs to sheet products. Mill scale for recycle, generated at the hot strip mill (HSM), is recovered and removed at the HSM scale pits. Sludges are generated at 2 locations at the north industrial water treatment plant (NIWTP). These are the drum filter and classifier sludge. Plant-wide oily wastes are collected at the Mobile Oil Recycling Specialists (MORS) facility.

Trucks transport these wastes and mill scale. Portions of the areas leading to and adjacent to the handling areas are not paved. This raises the potential for dust emissions and the tracking of waste. Paving these areas will greatly reduce this potential. The areas to be paved are the North HSM Scale Pit Loading Area, NIWTP Drum Filter Loading Area, NIWTP Classifier Loading Area, and MORS Oily Waste Loading Area. The total area to be paved is approximately 17,000 square feet. The total cost of the paving will be at least \$70,000.00.